

2009-010827

Klamath County, Oregon



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08/12/2009 02:13:17 PM

Fee: \$61.00

Ruby Pipeline Co.  
2 North Nevada Ave.  
Colorado Springs, CO 80903  
Attn: Debrah Havemeyer-Smith

RUBY PIPELINE, L.L.C.

RIGHT OF WAY AND EASEMENT AGREEMENT

STATE OF	<u>Oregon</u>	)	LL	<u>301-A - LL# 9;10</u>
		)ss.		
COUNTY OF	<u>Klamath</u>	)	CO	<u>135188</u>

KNOW ALL MEN BY THESE PRESENTS:

THAT the undersigned (hereinafter called OWNER, whether one or more), for and in consideration of the sum of TEN AND NO/100 Dollars (\$10.00) in hand paid, the receipt of which is hereby acknowledged, does hereby grant, sell and convey unto RUBY PIPELINE, L.L.C., its successors and assigns (hereinafter called "COMPANY"), a Right of Way and Easement for the purposes of laying, constructing, maintaining, operating, patrolling, repairing, replacing and removing a single pipeline (with fittings, tie-overs, cathodic protection equipment, fiber optic and all appliances appurtenant thereto) for the transportation of gas, or any other liquids or substances associated with natural gas, along routes convenient for COMPANY's operations across the lands of OWNER, situated in the County of Klamath, State of Oregon, more particularly described as follows:

Township 41 South, Range 12 East, Section 13: S1/2 SW1/4  
Township 41 South, Range 12 East, Section 24: NW1/4

more particularly shown on Plat No(s) 301AU-9 & 301AU-10, marked Exhibit "A", and by this reference made part hereof. Said Right of Way and Easement granted shall be One-Hundred Fifteen (115) Feet or as required in width during construction and thereafter Fifty (50) Feet in width throughout, extending on, over and across the above-described land.

OWNER, his/her/its successors, heirs or assigns, reserves all oil, gas and minerals on and under said lands and the right to farm, graze and otherwise fully use and enjoy said lands, provided, however, that COMPANY shall have the right hereafter to cut and keep clear all trees, brush and other obstructions that may injure, endanger or interfere with the construction, maintenance and use of said pipeline, or fittings, tie-overs, cathodic protection equipment and appliances appurtenant thereto. COMPANY shall have all privileges necessary or convenient for the full use of the rights herein granted, together with ingress and egress along said pipeline and over and across said lands. OWNER, his/her/its successors and assigns, shall not without COMPANY's written consent disturb the surface of the Right of Way and Easement in a manner which will result in the removal of surface cover from the pipeline.

OWNER represents and warrants that he is the owner in fee simple of the land hereinafter described, subject only to outstanding mortgages, if any, now of record in said county, and in the event of default by OWNER, COMPANY shall have the right to discharge or redeem for OWNER, in whole or in part, any mortgage, tax or other lien on said land and thereupon be subrogated to such lien and rights incident thereto.

COMPANY and OWNER shall observe and follow the requirements of all applicable statutes, ordinances, regulations, licenses, permits, agreements, or covenants, including without limitation, any requirement to call the state's one-call notification system prior to any construction or excavation along or within said Right of Way and Easement.

COMPANY shall have all privileges necessary or convenient for the full use and enjoyment of the rights granted herein, including without limitation the right to take any action necessary for compliance with federal, state or local laws, rules and regulations.

COMPANY, by the acceptance hereof, agrees to pay for damages to crops, pasture, and fences which may arise from laying, constructing, maintaining, operating, repairing, replacing or removing said pipeline. COMPANY shall compensate landowner for any loss or injury to livestock arising from COMPANY's construction activities.

All fences that must be cut in order to accomplish any of the purposes herein above granted to COMPANY shall be "H" braced on each side of the area covered by this grant and the wire secured so that when the fence is cut, the remainder of the fence shall not go slack or be slackened and after said installation or repair, said fence shall be replaced in as good as condition as said fences were before cutting. COMPANY will install gates along said right of way at landowners request and at reasonable and mutually agreed upon locations.

COMPANY shall take all necessary measures to maintain proper drainage to prevent erosion of the surface of such easement premises, and further at the completion thereof to re-contour and re-seed all disturbed areas with seed mixture as recommended by OWNER and/or appropriate agencies.

COMPANY and OWNER shall not be responsible for injury to persons or damage to property from any cause outside their control, including without limitation, negligence or intentional acts of the other or third party persons.

5014995

TO HAVE AND TO HOLD said Right of Way and Easement unto said COMPANY, its successors and assigns, until such pipeline be constructed and so long thereafter as a pipe line is maintained thereon; and the undersigned hereby bind themselves, and their heirs, executors, administrators, successors and assigns, to warrant and forever defend all and singular said Right of Way and Easement unto said COMPANY, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same, or any part thereof.

In the event that the Federal Energy Regulatory Commission gives COMPANY the authority to abandon the Right of Way and Easement described herein, and Company actually abandons said Right of Way and Easement, this Right of Way and Easement Agreement shall terminate and all rights granted herein shall terminate and Right of Way and Easement shall revert back to the Owner or Owner's successors and assigns, and, in that event, COMPANY shall record a release of this Right of Way and Easement Agreement upon the request from Owner, or its successors or assigns.

It is agreed that this Right of Way and Easement Agreement as written is assignable by COMPANY in whole or in part. This Agreement covers the entire agreement between the Parties as to the subject matter described herein, and the Parties agree that no other promises or representations have been made which would alter or otherwise modify the terms set forth herein. This Right of Way and Easement Agreement may be signed in counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.

Executed this July day of 22 200 9

OWNER(s)

Woody Clark Trust

By Richard Clark  
Richard Clark, Successor Trustee

By

Wilma Magladry, f/k/a Wilma Kite,  
Successor Trustee

TO HAVE AND TO HOLD said Right of Way and Easement unto said COMPANY, its successors and assigns, until such pipeline be constructed and so long thereafter as a pipe line is maintained thereon; and the undersigned hereby bind themselves, and their heirs, executors, administrators, successors and assigns, to warrant and forever defend all and singular said Right of Way and Easement unto said COMPANY, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same, or any part thereof.

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Executed this 28th day of July 200 9

OWNER(s)

Woody Clark Trust

By

Richard Clark, Successor Trustee

By

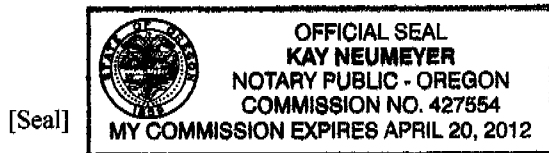
Wilma Magladry  
Wilma Magladry, f/k/a Wilma Kite,  
Successor Trustee

ACKNOWLEDGEMENT

STATE OF Oregon )  
COUNTY OF Klamath )ss.

BEFORE ME, THE UNDERSIGNED, A Notary Public, within and for said State and County on this 22<sup>nd</sup> day of July, 2009, personally appeared Richard Clark who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument as a free and voluntary act and deed for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year last above written.



Kay Neumeyer  
Notary Public  
Mason OR  
Address

My Commission expires:

April 20, 2012

STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ )ss.

BEFORE ME, THE UNDERSIGNED, A Notary Public, within and for said State and County on this \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_, personally appeared \_\_\_\_\_ who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument as a free and voluntary act and deed for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year last above written.

[Seal]

\_\_\_\_\_  
Notary Public  
\_\_\_\_\_  
Address

My Commission expires:

\_\_\_\_\_

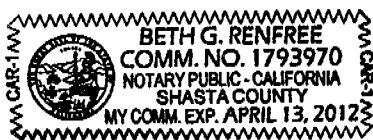
ACKNOWLEDGEMENT

STATE OF California )  
COUNTY OF Shasta )ss.

BEFORE ME, THE UNDERSIGNED, A Notary Public, within and for said State and County on this 28 day of July, 2009, personally appeared Wilma Magladry who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument as a free and voluntary act and deed for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year last above written.

[Seal]



Beth G. Renfree  
Notary Public

93418 Deschutes Rd Ste C  
Address  
Palo Cedro Ca 96073

My Commission expires:

April 13 2012

STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ )ss.

BEFORE ME, THE UNDERSIGNED, A Notary Public, within and for said State and County on this \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_, personally appeared \_\_\_\_\_ who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument as a free and voluntary act and deed for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year last above written.

[Seal]

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
Address

My Commission expires:

\_\_\_\_\_

# WOODY CLARK TRUST

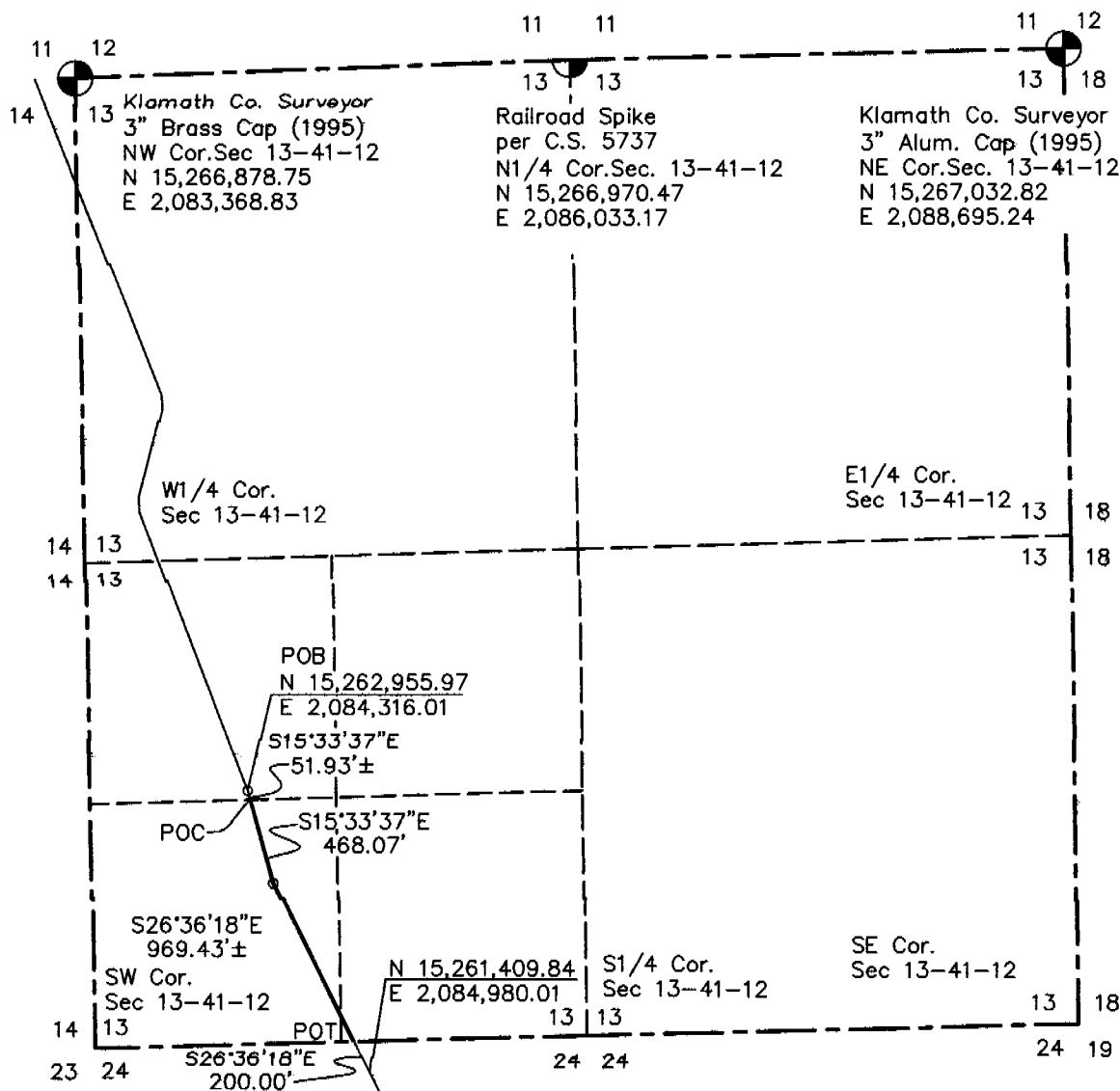
1437.50± FEET  
87.1± RODS  
1.7± ACRES



SCALE: 1" = 1000'  
0 500' 1000'

## LEGEND

- FOUND SECTION CORNER
- FOUND QUARTER CORNER
- FOUND SIXTEENTH CORNER
- CALCULATED CORNER
- EASEMENT PI
- POINT OF COMMENCING
- POINT OF BEGINNING
- POINT OF TERMINUS



## CERTIFICATE OF SURVEYOR

I, Rodney J. Lewis, a Professional Land Surveyor in the State of Oregon, do hereby state that, to the best of my knowledge, information, and belief, this map was prepared from field notes taken during an actual survey made by me or under my direct supervision and that this map correctly shows the results of said survey and that the monuments found are as shown.

### NOTES:

- 1.) The accompanying plat does not constitute a boundary survey.
- 2.) Easement centerline may not represent location of pipeline.
- 3.) Client did not want any rights-of-way and easements shown.
- 4.) Basis of bearings - UTM bearings, Zone 10N, as established by GPS static survey, July 1, 2008 - October 1, 2008, NAD1983 Datum, NAVD1988 Datum, Geoid Model 03, and adjusted to established CORS stations.
- 5.) Combined adjustment factor: 1.00000000 (Grid to Ground).

REFER TO SHEET 2 OF 2  
FOR LEGAL DESCRIPTION

REF. DWG: LINE LIST NO.: 301A-9

**ADKINS**  
CONSULTING ENGINEERS, INC.  
2950 Shasta Way  
(541) 884-4666  
Engineers & Planners & Surveyors  
Klamath Falls, Oregon 97603  
FAX (541) 884-5335

Division: ROCKY MOUNTAIN Op. Area: ELKO  
State: OREGON Co./Par.: KLAMATH  
Section: 13 Township: 41S Range: 12E  
Dft: AMH Date: 11/13/08 Project ID: 135188  
Chk: RJL Date: Scale: 1"=500'  
Appr: RJL Date: Filename: 0301-AU-0009

4	6/6/09	JDB	REVISED PID NUMBER		
3	6/2/09	JDB	REVISED ALIGNMENT		
2	04/03/09	JDB	DRAWING SCALE		
1	3/16/09	JDB	REVISED BAR SCALE		
NO.	DATE	BY	DESCRIPTION	PROJ. ID	APPR.

### REVISIONS

LAND PLAT  
MALIN LATERAL - LN 301A  
CROSSING WOODY CLARK TRUST  
PROPERTY

**RUBY PIPELINE LLC**

301AU-9

Sheet: 1 of 2  
Type: LANDDEV  
Rev. 4

**WOODY CLARK TRUST**

1437.50± FEET  
87.1± RODS  
1.7± ACRES

That portion of a 50.00 foot easement for pipeline purposes across a portion of the Southwest and Southeast Quarters of the Southwest Quarter of Section 13, Township 41 South, Range 12 East of the Willamette Meridian, Klamath County, Oregon. Said easement being 25.00 feet on each side of the following described centerline:

Commencing from Universal Transverse Mercator Zone 10 Coordinate 15,262,955.97 North, 2,084,316.01 East (U.S. Survey Feet); thence South 15 degrees 33 minutes 37 seconds East, a distance of 51.93 feet, more or less, to the North Line of the Southwest Quarter of the Southwest Quarter of said Section 13 and the Point of Beginning; thence South 15 degrees 33 minutes 37 seconds East, a distance of 468.07 feet; thence South 26 degrees 36 minutes 18 seconds East, a distance of 969.43 feet, more or less, to the South Line of the Southeast Quarter of the Southwest Quarter and the Point of Terminus; thence South 26 degrees 36 minutes 18 seconds East, a distance of 200.00 feet to Universal Transverse Mercator Zone 10 Coordinate North 15,261,409.84, East 2,084,980.01 (U.S. Survey Feet).

Extending or shortening the side lines to close upon the North line of the Southwest Quarter of the Southwest Quarter and the South line of the Southeast Quarter of the Southwest Quarter of Section 13. Containing 71,875 Square Feet or 1.7 Acres, more or less.

REFER TO SHEET 1 OF 2  
FOR EXHIBIT DRAWING

REF. DWG: LINE LIST NO.: 301A-9

**ADKINS**  
CONSULTING ENGINEERS, INC.  
2950 Shasta Way  
(541) 884-4666  
Engineers • Planners • Surveyors  
Klamath Falls, Oregon 97603  
FAX (541) 884-5335

SURVEYED AND PREPARED BY:

4	6/6/09	JDB	REVISED PID NUMBER		
3	6/2/09	JDB	REVISED ALIGNMENT		
2	04/03/09	JDB	DRAWING SCALE		
1	3/16/09	JDB	REVISED BAR SCALE		
NO.	DATE	BY	DESCRIPTION	PROJ. ID	APPR.

**REVISIONS**

Division: ROCKY MOUNTAIN Op. Area: ELKO  
State: OREGON Co./Par.: KLAMATH  
Section: 13 Township: 41S Range: 12E  
Dft: AMH Date: 11/13/08 Project ID: 135188  
Chk: RJL Date: Scale: 1"=500'  
Appr: RJL Date: Filename: 0301-AU-0009

**LAND PLAT  
MALIN LATERAL - LN 301A  
CROSSING WOODY CLARK TRUST  
PROPERTY**

**RUBY PIPELINE LLC**

**301AU-9A**

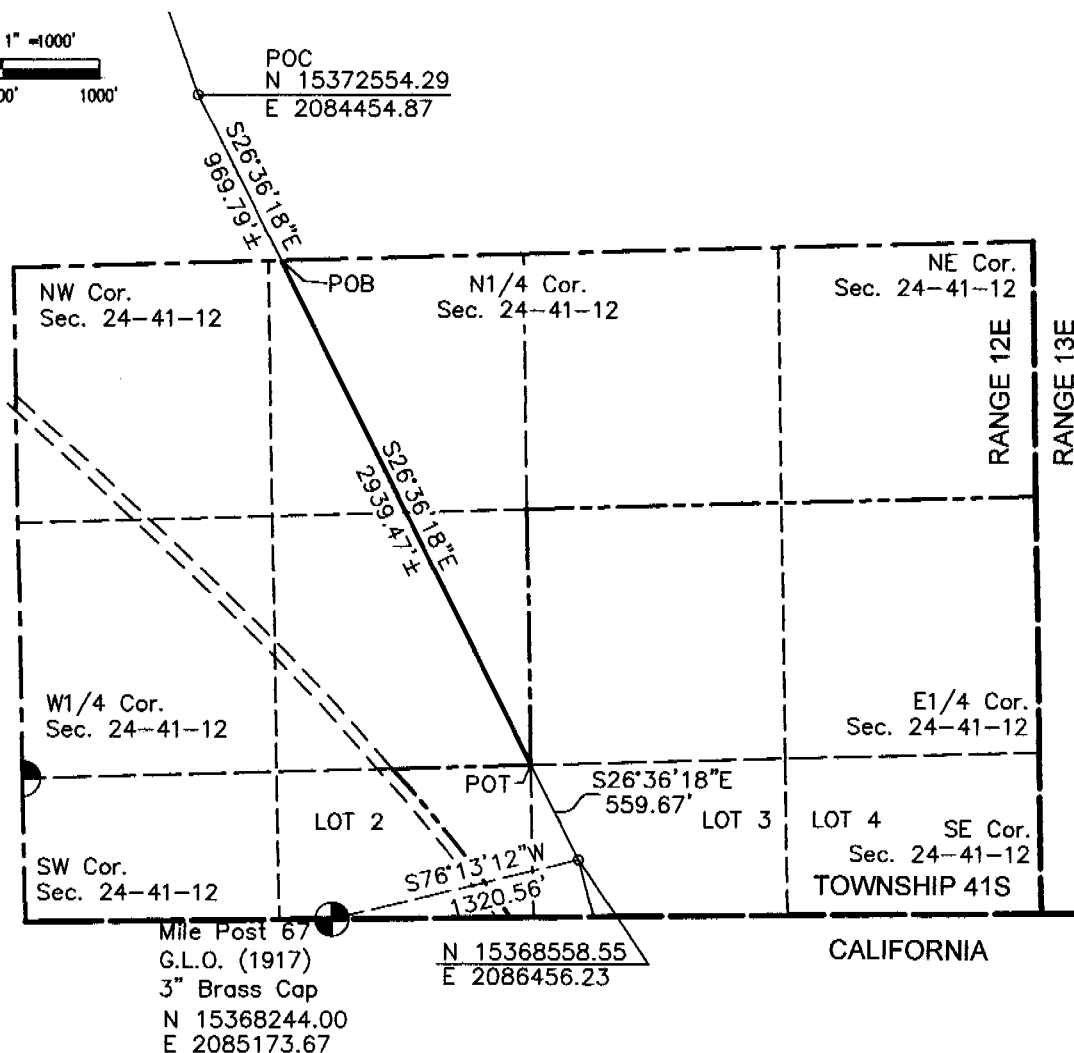
Sheet: 2 of 2 Rev.  
Type: LANDDEV 4

**WOODY CLARK TRUST**

2939.5± FEET  
178.2± RODS  
3.4± ACRES



SCALE: 1" = 1000'  
0 500' 1000'

**LEGEND**

- FOUND SECTION CORNER
- FOUND QUARTER CORNER
- FOUND SIXTEENTH CORNER
- CALCULATED CORNER
- EASEMENT PI
- POINT OF COMMENCING
- POINT OF BEGINNING
- POINT OF TERMINUS

**CERTIFICATE OF SURVEYOR**

I, Rodney J. Lewis, a Professional Land Surveyor in the State of Oregon, do hereby state that, to the best of my knowledge, information, and belief, this map was prepared from field notes taken during an actual survey made by me or under my direct supervision and that this map correctly shows the results of said survey and that the monuments found are as shown.

**NOTES:**

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- 3.) Client did not want any rights-of-way and easements shown.
- 4.) Basis of bearings - UTM bearings, Zone 10N, as established by GPS static survey, July 1, 2008 - October 1, 2008, NAD1983 Datum, NAVD1988 Datum, Geoid Model 03, and adjusted to established CORS stations.
- 5.) Combined adjustment factor: 1.00037276(Grid to Ground).

REFER TO SHEET 2 OF 2  
FOR LEGAL DESCRIPTION

REF. DWG: LINE LIST NO.: 301A-10

<b>ADKINS</b>		SURVEYED AND PREPARED BY:					
 CONSULTING ENGINEERS, INC. 2950 Shasta Way (541) 884-4666		1		6/6/09	JDB	REVISED PID NUMBER	
		NO.	DATE	BY	DESCRIPTION	PROJ. ID	APPR.
Division: ROCKY MOUNTAIN		Op. Area: ELKO		REVISIONS			
State: OREGON		Co./Par.: KLAMATH / LAKE		<b>LAND PLAT MALIN LATERAL - LN 301A CROSSING WOODY CLARK TRUST PROPERTY</b>			
Section: 24		Township: 41S					
Dft: JDB		Date: 01-21-09					
Chk: TLJ		Date:					
Appr: RJL		Date:		Scale: 1"=1000'		Type: LANDDEV	
Filename: 0301-AU-0010		301AU-10		Sheet: 1 of 2		Rev. 1	



**WOODY CLARK TRUST**

2939.5± FEET  
 178.2± RODS  
 3.4± ACRES



That portion of a 50.00 foot easement for pipeline purposes across a portion of the Northeast Quarter of the Northwest Quarter and Southeast Quarter of the Northwest Quarter of Section 24, Township 41 South, Range 12 East of the Willamette Meridian, Klamath County, Oregon. Said easement being 25.00 feet on each side of the following described centerline:

Commencing from Universal Transverse Mercator Zone 10 Coordinate North 15,372,554.29, East 2,084,454.87 (U.S. Survey Feet); thence South 26 degrees 36 minutes 18 seconds East, a distance of 969.79 feet, more or less, to the North Line of said Section 24 and the Point of Beginning; thence continuing South 26 East 36 minutes 18 seconds East, a distance of 2939.47 feet, more or less to the South Line of the Northwest Quarter of said Section 24 and the Point of Terminus; thence continuing Souty 26 degrees 36 minutes 18 seconds East, a distance of 559.67 feet to Universal Transvers Mercator Zone 10 Coordinate North 15,368,558.55, East 2,086,456.23 (U.S. Survey Feet), at which point Milepost 67 of the Oregon and California border, having a Universal Transverse Mercator Zone 10 Coordinate of North 15,368,244.00, East 2,085,173.67 (U.S. Survey Feet), bears South 76 degrees 13 minutes 12 seconds West, a distance of 1320.56 feet.

Extending or shortening the side lines to close upon the North Line of said Section 24 and the South and East lines of the Northwest Quarter of said Section 24. Containing 146,230 Square Feet or 3.4 Acres, more or less.

REFER TO SHEET 1 OF 2  
 FOR EXHIBIT DRAWING

REF. DWG: LINE LIST NO.: 301A-10

 <b>ADKINS</b> CONSULTING ENGINEERS, INC. 2850 Shasta Way (541) 884-4666		SURVEYED AND PREPARED BY: Engineers • Planners • Surveyors Klamath Falls, Oregon 97603 FAX (541) 884-5335							
1	6/6/09	JDB	REVISED PID NUMBER						
NO.	DATE	BY	DESCRIPTION			PROJ. ID	APPR.		
REVISIONS									
Division: ROCKY MOUNTAIN		Op. Area: ELKO		<b>LAND PLAT</b> <b>MALIN LATERAL - LN 301A</b> <b>CROSSING</b> <b>WOODY CLARK TRUST</b> <b>PROPERTY</b>			 <b>RUBY PIPELINE LLC</b>		
State: OREGON		Co./Par.: KLAMATH / LAKE							
Section: 24	Township: 41S	Range: 12E							
Dft: JDB	Date: 01/21/09	Project ID: 135188							
Chk: TLJ	Date:	Scale: 1"=1000'							
Appr: RJL	Date:	Filename: 0301-AU-10							
				301AU-10A		Sheet: 2 of 2		Rev. 1	
						Type: LANDDEV			